

AGREEMENT

between

CROSWELL-LEXINGTON COMMUNITY SCHOOLS

and

**TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS
LOCAL 214**

(CUSTODIANS AND MAINTENANCE)

July 1, 2014

through

June 30, 2019

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AGREEMENT

This Agreement made and entered into this first day of July, 2014, by and between Croswell-Lexington Community Schools, located at 5407 Peck Road, Croswell, Michigan, party of the first part, and hereinafter termed the "Employer", and Teamsters State, County and Municipal Workers Local 214, located at 2825 Trumbull Avenue, Detroit, Michigan, party of the second part, hereinafter called the "Union".

ARTICLE I DEFINITION

Section 1. The following terms will be accepted as defined for this contract:

- A. EMPLOYER - as used herein shall refer to the Croswell-Lexington Community Schools and/or its designee.
- B. UNION - as used herein shall refer to Teamsters State, County and Municipal Workers Local 214 and/or its designee.
- C. FULL TIME EMPLOYEE - shall mean those employees working a minimum of six and one half (6.5) hours a day for five (5) days a week.

ARTICLE II RECOGNITION

Section 1.

The Employer recognizes the Union as the exclusive collective bargaining agent for all non-supervisory school maintenance and custodian personnel with respect to rate of pay, hours of work and other conditions of employment as provided for in this Agreement.

Section 2.

The terms of this Agreement shall apply to accretions to or re-locations of bargaining unit operations, including newly established or acquired schools of districts of the Croswell-Lexington Community Schools.

Section 3.

A new employee shall work under the provisions of this Agreement but shall be employed only on a sixty (60) day trial basis. During this probationary period, the employee may be discharged without further recourse; provided, however, that the Employer may not discharge or discipline for the purpose of evading the terms of this Agreement. In case of discipline within the sixty (60) day period, the Employer shall notify the Union in writing of the discipline. This sixty (60) day probationary period does not apply to temporary employees.

If a vacancy occurs between bid windows, the Board of Education may temporarily fill a vacancy with a temporary employee until the next bid window. If the temporary employee exceeds sixty (60) days, the temporary employee will not earn any rights to this contract, including seniority. A temporary employee is considered a long time substitute employee and will not be considered a probationary employee.

ARTICLE III MANAGEMENT RIGHTS

Section 1.

The Board shall continue to have the exclusive right to establish, modify or change any condition except those covered by provisions of the Teamster Local 214 contract.

Section 2.

- A. The Board hereby retains and reserves unto itself all powers, rights, and authority conferred upon and vested in it by the school code and laws of the State, the constitution of the State of Michigan and/or the United States.
- B. Manage and control the school's business, the equipment, the operations, and to direct the working forces and affairs of the District.
- C. Continue its rights of assignment and direction of work of all its personnel, determine the number of shifts and hours and the right to establish, modify or change any work or business hours or days.
- D. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, assign work or extra duties to employees, determine the size of the work force and to lay off employees.
- E. Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods, schedules, and the standards of operation, the means, methods and processes of carrying on the work including the institution of new and/or improved methods of change therein.

- F. Adopt reasonable rules and regulations.
- G. Determine the qualifications of employees, including physical condition.
- H. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
- I. Determine the policies affecting the selection, testing, or training of employee.
- J. In meeting such responsibilities, the Board acts through its administrative staff and shall be free to exercise all of its powers, managerial rights and authority which have not been expressively granted to the Teamster Union by the provisions of this Agreement.

ARTICLE IV STEWARDS

Section 1. Classification Stewards

The employees shall be represented by one (1) elected steward and one (1) alternate steward. The stewards shall be a regular full-time employee of the bargaining unit.

Section 2. Steward Notification

The Union shall notify the school superintendent of the elected classification stewards. The authority of the stewards shall be limited to and shall not exceed the following duties, which may be performed during working hours on a reasonable basis, but which may not disrupt normal working schedules or normal school activities.

Section 3. Steward Duties

- A. The investigation and presentation of grievances to the Employer to Step One (1) in accordance with the provisions of this Agreement.
- B. The stewards will be allocated a maximum of three (3) days a year for union business other than negotiations and grievance processing.
- C. The classification steward is required to notify and secure permission from his/her immediate supervisor to leave the assigned work station for Union business. This will not be abused.

- D. The transmission of such messages and information which shall originate with and are authorized by the local Union or its officers provided such messages and information:
 - 1. have been reduced to writing or
 - 2. If not reduced to writing are of routine nature and do not involve work stoppages, slowdowns, refusals to handle goods, or any other interference with the Employer's business.

Section 4. Limitation of Steward Authority

- A. With prior approval of the Employer, the stewards may post and maintain Union notices on the premises when expressly authorized by the officers of the Union in the appropriate work area.
- B. The stewards have no authority to take strike action or any other action interrupting the Employer's business.
- C. The Employer recognizes these limitations upon the stewards and shall not hold the union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to render proper discipline to any steward in the event such steward has taken action in violation of this agreement.
- D. All stewards shall be regular employees of the Crosswell-Lexington Community Schools and shall perform the duties of the classification for which they represent.
- E. Written copies of decisions by the Employer that impact an employee are to be sent to the classification steward.

Section 5. Stewards

The Teamsters Union and its members have the right to use school buildings and related facilities for official Union business without charge, provided such use has been approved by the Superintendent of Schools. Such use shall not interfere or interrupt normal school operations.

**ARTICLE V
GRIEVANCE PROCEDURE**

Section 1.

It is mutually agreed that all grievances, disputes or complaints arising over the interpretation or application of this Agreement be settled in accordance with the

procedure herein provided and that there shall be at no time, any strikes, tie-ups of equipment, slow-downs, walk-outs, or any other cessation of work through the use of any method of lockout.

Section 2.

Every effort shall be made to adjust controversies and disagreements in any amicable manner between the Employer and the Union. Information which is necessary for the processing of the grievance will, with the approval of the employee involved, be available to the Union, except information found in the confidential file of the employee.

Section 3.

Should any grievance dispute or complaint arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps:

STEP 1

It shall be the responsibility of the aggrieved to reduce any grievance in writing within five (5) working days of the alleged grievance on the form provided for by the Union and to serve a copy to the immediate supervisor.

STEP 2

Within five (5) working days of the receipt of the grievance, a conference will be held by the supervisor and the aggrieved employee. Union representation may be present during the conference. In the event this step fails to settle the complaint, it shall be presented to the Superintendent within five (5) working days after the hearing with the immediate supervisor.

STEP 3

Within five (5) working days of receipt of the appeal of the supervisor's decision at Step 1, the Superintendent will review the grievance with the employee. Union representation may be present during this hearing with the Superintendent. The Superintendent will respond to the grievance in writing within five (5) working days of the hearing.

In the event this step fails to settle the grievance, it may be referred to M.E.R.C. for mediation by either party, provided that the referral is submitted within ten (10) working days of the date of the response by the Superintendent. The mediation step may be by-passed by mutual consent of the parties.

STEP 4

Within five (5) working days of mediation the grievance may be referred to Arbitration by either party. The Teamster panel will decide if the grievance should be forwarded to Arbitration.

Section 4. General Arbitration Provisions

1. The Arbitrator shall be selected from the M.E.R.C. panel of Arbitrator rolls. Each party will have an opportunity to eliminate names from the list of Arbitrators until there is a mutual agreement for an Arbitrator.
2. The Arbitration proceeding shall be conducted in accordance with rules promulgated by the M.E.R.C.
3. It is expressly understood that grievances, dismissals or suspensions arising before the effective date of this Agreement shall not be arbitrated absent mutual agreement between both parties.
4. The parties may mutually agree to an Arbitrator outside the list provided by M.E.R.C.
5. The cost of Arbitration will be the responsibility of the losing party.
6. An award in any one case will not require retroactive adjustments in any other instance not in dispute with the case at hand.
7. The decision of the Arbitrator shall be final and binding.

Section 5.

Restrictions on the Arbitrator's authority. The Arbitrator shall have no power to:

1. Rule on an issue not authorized by the bargaining Agreement.
2. Add to, subtract from, or otherwise modify the expressed terms and conditions of this Agreement.
3. Compensatory damages will be limited to making the employee whole.
4. Substitutes, temporary and employees on probation will not be authorized Arbitration.
5. Rule on prohibited subjects of bargaining.

6. Rule on assignment, placement, layoff/recall, and evaluation.

Section 6.

Unauthorized strike or work slowdown.

- A. It is further agreed that in all cases of any strike, slow-down, walkout or any cessation of work, the Union shall not be liable for damage resulting from such actions of its members. While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of stoppage or work mentioned above, it is specifically understood and agreed that the School Board during the first day of such stoppage, shall have the right to immediately discharge any employee participating in any strike, slow-down, walkout or any other cessation of work and such Union member shall not be entitled to or have any recourse to any other provisions of this Agreement.

ARTICLE VI DISCHARGE OR SUSPENSION

Section 1.

Except as provided in Article II, Section 6., the Employer shall not discharge or suspend any employee for arbitrary or capricious reasons.

Section 2.

A warning notice need not be given to an employee before he/she is disciplined or discharged for dishonesty, drug abuse, drunkenness, carrying weapons, physically or mentally unfit, recklessness resulting in a serious accident while on duty, abuse of students, inappropriate physical contact with students and staff which may include, but is not limited to, hugging, touching, slapping, hitting, spanking, and pushing, carrying unauthorized passengers in vehicles or allowing unauthorized persons to perform their work.

Section 3.

Discharge must be by written notice to the employee and the Union. Other than probationary employees any discharged or suspended employee may file a grievance for the discharge or suspension. Three (3) day or less suspensions shall not be forwarded to arbitration but either party may request mediation if the suspension is grieved.

ARTICLE VII SENIORITY

Section 1.

There shall be for the purpose of job preference, etc., four separate seniority classifications: School maintenance personnel, bus drivers, custodians, and cooks. Seniority for the purpose of fringe benefits will be by total district seniority.

- A. In reducing the working force, the last employee hired shall be the first employee laid off in his respective seniority classification. In returning to work, the last employee laid off shall be the first employee re-hired in his/her respective seniority classification.
- B. Seniority shall be broken only by discharge, voluntary quit or more than a 12 month lay-off. In the event of a layoff of less than 12 months, an employee laid off shall be given seven (7) calendar days notice of recall by certified mail to the last known address of the employee. In the event the employee fails to make himself/herself available for work at the end of said seven (7) calendar days he/she shall lose all seniority rights under this Agreement.

Employees who transfer or promote to positions within the District but outside the bargaining unit shall continue to accumulate seniority for a period not to exceed six (6) months, at which point their seniority will be frozen. Upon their return to the unit, they shall be entitled to their previously accumulated seniority.

- C. A list of employees arranged in the order of their seniority shall be provided annually at the beginning of the school year to the Union steward/stewards for each classification and to the business agent. Updated lists will be provided as new employees are hired. Any controversy over the seniority standing of any employee on this list shall be referred to the Grievance Procedure for settlement. Such determination shall be made without regard to whether the employees involved are members or not. Employees have ten (10) working days to challenge the seniority posting. No challenges will be accepted after the tenth day.
- D. Should an employee be hired during June, July and August and offered a regular position, this employee will start their probationary period on the first day of school, normally the day after Labor Day. During the probationary period, no probationary employee shall be entitled to fringe benefits under this agreement, however, sick leave will accrue retroactive to the first date of probation.

- E. Non-bargaining unit members have no rights to this contract.

ARTICLE VIII WORKING CONDITIONS

Section 1.

- A. It shall be hereby understood by the parties hereto that the assignment of duties to any individual employee in his/her respective classification shall be vested in the Employer, consistent with the provisions outlined in this Agreement.
- B. Specific duties for all classifications within the scope of this agreement shall be outlined in writing by the employer and a copy given to the employee at the start of employment and to the steward and business agent whenever the District publishes new or revised job descriptions.

Section 2.

Employees should only be required to report to or take orders from one supervisor. Further, each employee's duty outline will include the name and/or title of his or her immediate supervisor.

Section 3.

The Employer agrees that an employee will only be assigned to fill one position within the bargaining unit as outlined in schedule A unless specifically agreed to by both the Employer and Teamsters Union.

Section 4.

The Employer agrees to the payment for the loss of personal property or insurance deductible, whichever is less, of employee, if said property is lost in the course of employment and not due to the negligence of the employee provided the employee has exhausted efforts to collect for loss through private insurance carriers. (Limit \$250)

Section 5. Mileage

Employees shall be paid at the IRS mileage rate for use of their personal vehicles when such vehicle is used for the school system's convenience. Use of said vehicle shall be on a voluntary basis.

ARTICLE IX PREMIUM PAY

Section 1.

All hours worked over forty (40) hours per week shall be paid at the rate of one and one-half (1½) times the regular hourly rate of pay and for hours worked on holidays as provided for in the contract.

ARTICLE X JOB BIDDING

Section 1.

Job posting and bidding will be established in each classification. Vacant positions will be posted for a minimum of (5) working days in each building or work station. Positions vacant in between the window openings will be open for bid at the next bid window opening. Bids will be awarded by seniority during the appropriate window opening for bids in each classification. Seniority in one classification does not apply in another classification. A position vacant between bid windows may be filled temporarily by the superintendent until the next bid window opening. Temporary employees will not be entitled to seniority. Bargaining unit members in one classification may be considered by the board of education in another classification if the employee is considered to be qualified by the board of education. The board of education reserves the right to fill the vacant position with the person who the board considers the most qualified for the position.

Section 2.

The Board's purpose is to fill a vacancy with the most qualified candidate as determined by the board of education. Vacant positions will be awarded to the candidate with the highest qualifications. If qualifications are equal between bargaining unit employees and non bargaining unit employees, the board will award the position to the equally qualified bargaining unit member with the most seniority.

**ARTICLE XI
EQUIPMENT, ACCIDENTS AND REPORTS**

Section 1.

The Employer shall not require employees to take out on the streets, or highways, any vehicle that is not equipped with the safety appliances in safe operating condition as prescribed by law.

Section 2.

Any employee involved in any accident shall immediately report said accident and any physical injury sustained. The employee, before starting his/her next shift, shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employees to disciplinary action by the Employer.

Section 3.

Employees shall immediately, or at the end of their shifts, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one copy to be retained by the employee. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition, until same has been approved as being safe by the mechanical department or supervisor.

Section 4.

Failure to respond on the above sections will be subject to the grievance procedure.

**ARTICLE XII
MILITARY CLAUSE**

Section 1.

Employees enlisting or entering the armed forces of the United States, pursuant to the Selective Service Act of 1948, as amended, shall be granted all rights and privileges provided by the Act.

**ARTICLE XIII
LEAVES OF ABSENCE**

Section 1.

Any employee desiring an unpaid leave of absence from employment shall secure written permission from the Superintendent. If the leave is approved, the Superintendent will send a copy of the approval to the Union. During the period of the unpaid leave of absence, the employee will not use the days for gainful employment, recreation or vacations. Failure to comply with this provision shall result in the complete loss of seniority rights and shall be subject to discipline, including discharge. The employee (unless the employee is eligible for leave under the Family and Medical Leave Act) will compensate the Employer on a daily rate for the medical premiums paid by the Employer during the unpaid leave of absence. The inability to work because of a proven sickness or injury shall not result in the loss of seniority rights for one year from the date of illness or injury. Seniority will be frozen during the period of unpaid absence. After one year, the position will be declared vacant and posted according to the terms of the contract.

Section 2.

The Employer agrees to grant necessary and reasonable time off, without pay without discrimination or loss of seniority rights without pay, not to exceed seven (7) days per year, for any two members of the bargaining unit at any given time designated by the union to attend a Labor Convention, or serve in any capacity on other official union business, provided forty-eight (48) hours written notice is given to the employer by the union.

Section 3. Bereavement Days

- A. All employees may use up to (5) sick days for bereavement days for deaths in the immediate family. Immediate Family is defined as spouse, children, grandchildren, brother, sister, parents, grandparents and parent-in-law, brother/sister-in-law except that a relative living in the same household may, for the purpose of this section, be considered as of the immediate family. Two (2) of the sick days will not be chargeable to the employee's sick day bank.
- B. All employees may use up to five (5) sick days for illness in the immediate family. The employer may require verification of illness. Immediate family includes spouse and children.

Section 4. Jury Duty

Jury Duty leave shall be allowed to employees. Such leave shall be allowed without loss of pay. The employee will turn over any pay earned for serving on Jury Duty to the District. If the Jury Duty pay exceeds the employee's school district pay, the difference may be kept by the employee.

Section 5. Maternity Leave

The Employer will grant a leave of absence for maternity without pay upon written request for such leave. This leave will be up to 12 weeks in accordance with FMLA. The employee may request an extension for additional time. The employee may use earned sick days and or earned vacation days for pay during this leave.

Section 6.

The Family Leave Act is available for eligible employees in accordance with the law for a duration not to exceed twelve (12) weeks or the time specified in the law. After twelve (12) weeks, the employee will be responsible for the payment of medical insurance premiums. Paid leave shall be concurrent with FMLA. If the employee fails to return to work after exhausting FMLA the employee shall reimburse the district the cost of insurance premiums made by the employer during the leave.

ARTICLE XIV SICK LEAVE

Section 1.

Sick leave shall accrue for all employees at the rate of one paid sick day per each month worked, with said leave to accumulate to one hundred and twenty days (120). Twelve month employees will have 12 days. The employee must earn the sick days before they are available for use.

Section 2.

For absences of three (3) consecutive workdays or in instances where there is a pattern of sick leave abuse, a certificate of inability to work, by reason of illness, from a licensed physician, or other health officer designated by the Employer, and other such evidence of the illness and inability to work as the Employer may deem necessary may be required as evidence of the illness before compensation for the period of illness is authorized. Compensation will not be authorized for illness related to alcohol or other substance abuse related illness.

Employees returning from such leave shall provide proper medical verification of their ability to fully assume their job responsibilities and may be required to pass a fit for duty physical and other work-related tests as needed prior to returning to active status. Employer directed tests will be paid for by the employer.

Section 3.

In the event of death of any regular school employee, fifty (50%) percent of all unused sick leave days shall be paid to the spouse. Sick and personal days are to be posted during September and March of each year, unless reported on the employee's payroll

check.

Section 4.

Sick pay will be computed based on the employee's regular scheduled work day. Overtime will not add to an employee's sick day bank.

Section 5.

The Family Medical Leave Act will commence on the first day of sick leave not to exceed twelve (12) weeks or the time specified in the law. After twelve (12) weeks, employees on unpaid sick leave will be responsible for the payment of medical premiums unless the employee is on Workers' Compensation.

**ARTICLE XV
ABSENCE FROM WORK**

Section 1.

Employees that are unable to report for work for any reason must notify the supervisor at least eight (8) hours prior to their scheduled starting time except in an emergency the employee must notify his/her supervisor at least one (1) hour prior to his/her starting time.

**ARTICLE XVI
PHYSICAL EXAMINATIONS**

Section 1.

All new employees shall have a physical examination by the Employer's doctor prior to the first (1st) day of work. This examination will include a screening for the use of substances (drugs/alcohol). Existing employees may be required to have a physical examination (which may include a test for suspected use of alcohol/drugs as prescribed by Federal, State Laws and Board Policy) at the Employer's expense. Employees will be required to comply with Tuberculosis testing requirements at the Employer's expense.

**ARTICLE XVII
HOLIDAY PAY**

Section 1.

All twelve (12) month employees shall receive pay for the following holidays: Memorial Day, Labor Day, Thanksgiving Day, day after Thanksgiving, New Year's Day, Christmas

Eve, Christmas, Good Friday and 4th of July to be paid holidays only if they fall Monday through Friday. Employees must be on work status to qualify for holiday pay. Employees on unpaid leave during the holiday will not be paid for that holiday.

Section 2.

Holiday pay will be figured at one day's regular pay.

**ARTICLE XVIII
VACATIONS**

Section 1.

A. Custodian and Maintenance employees who are regularly scheduled to work fifty-two (52) weeks a year and eight (8) hours a day shall receive the following vacation pay:

*One (1) year	One (1) week
*Two (2) years	Two (2) weeks
*Ten (10) years	Three (3) weeks
*Fifteen (15) years	Four (4) weeks

*Vacation days taken on school days are limited to five (5) per year.

1. Employees hired after July 1, 1992, and before the effective date of 1998-2001 Agreement shall receive no vacation until they are regularly scheduled to work the hours.

Section 2.

The computation of vacation for eligible employees shall be based on a July 1 to June 30 school year. New hires eligible for vacation will have their first years vacation prorated on the time worked through June 30th of their first year of employment. Overtime will not be computed in the payment of vacation pay.

ARTICLE XIX

WORKERS' COMPENSATION

Section 1.

The employer shall provide Workers' Compensation for all employees covered by this agreement in accordance with the Michigan Law. All employees injured on the job shall be covered as follows:

- A. Seniority shall continue under Workers' Compensation.
- B. The employer shall continue to pay the employee's full hospitalization, life insurance, dental, and vision for twelve (12) months during said injury.
- C. Any employee who is covered by sick days may use approximately 1/3 of an accumulated sick day for each day of injury in order that said employee can draw a full weekly pay check as if worked.

ARTICLE XX MEDICAL & LIFE INSURANCE

Section 1. Term Life

The Board of Education will provide term life insurance for employees as follows:

- | | |
|--------------------------------|----------|
| A. Full-time employees | \$25,000 |
| B. Regular part-time employees | \$15,000 |
| C. Part-time employees | \$10,000 |

Section 2. Medical

The Croswell-Lexington Community Schools Board of Education declares itself the insurance policy holder.

- A. The Board agrees to pay only to those who work 7 hours or more per day an amount for health insurance and other health insurance fees not to exceed: **\$488.13** per month for single coverage, **\$1,020.83** per month for 2-person coverage, and **\$1,331.27** per month for full family coverage. The monthly amounts paid by the district will be adjusted according to amounts allowed by Public Act 270 enacted in 2013.
- B. Employees working less than forty (40) hours per week, but not less than twenty (20) hours per week shall have a prorated amount paid toward their medical insurance premium for the year.

C. The Board agrees to pay the following if the employee chooses to not participate in the medical coverage.

- a. Full-time employee:
 - 1. Single \$75.00 a month
 - 2. Employee & spouse \$90.00 a month
 - 3. Full family \$105.00 a month

- b. Regular part-time employee:
 - 1. Single \$45.00 a month
 - 2. Employee & spouse \$55.00 a month
 - 3. Full family \$65.00 a month

Section 3.

Overtime will not be used to determine the employee's status for the medical and term life insurance coverage. Employees on unpaid leave of absence will be required to reimburse the school district for the premium paid to sustain their medical and term life insurance coverage while on unpaid leave.

**ARTICLE XXI
DENTAL AND VISION INSURANCE**

Section 1.

The district will provide vision and dental insurance equivalent to what the employees received in 2009-2010.

Section 2.

If an employee is absent because of illness or off the job injury and notifies the employer of the illness or injury, the employer shall continue to make the required contributions for a period of (4) weeks. If an employee is injured on the job, the employer shall continue to pay the required contribution for a period not to exceed (12) months from the date of the injury.

Section 3.

If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence, sufficient funds to pay the required contribution.

**ARTICLE XXII
RETIREMENT BENEFITS**

Section 1.

The Employer agrees to pay the amount legally required by the State's school retirement program for all employees covered by this Agreement.

Section 2.

The Employer will reimburse all employees with ten (10) years of seniority for unused sick leave upon retirement at regular wages not to exceed \$1,000.

**ARTICLE XXIII
CUSTODIAL & MAINTENANCE RELATED CLASSIFICATION**

Section 1. Custodians

- A. All custodians report directly to the building principal for all general orders for the shift and for any after school activities coming under his/her jurisdiction.
- B. The custodian is responsible to report to the Supervisor of Building and Grounds for all training, equipment and supplies and for his/her work cycle at the assigned work station.
- C. Custodians are required to report all building maintenance and equipment needs on work order request forms as provided by the Supervisor of Building and Grounds.
- D. Custodians may be required to wear uniforms provided by the employer. The custodian steward will assist in a selection of a uniform. If required, the Board of Education will provide two uniforms a year for each custodian.
- E. Custodians will assist the maintenance worker whenever two persons are required for safety reasons: such as, stabilizing a ladder and etc.
- F. Custodians will inspect all fire extinguishers and alarms assigned to their work station every three months. Faulty alarms and extinguishers will be reported to the Supervisor of Building and Grounds immediately with copies of the report forwarded to the Union Steward.

- G. New hire custodians will be employed on the basis of qualifications and abilities. The Board of Education reserves the right to establish qualifications. Regular custodians are considered to be equally qualified.
- H. Custodians will be authorized to place their position up for bid every June and December. Positions up for bid will be awarded by seniority. Custodians not releasing their positions will return to their same position.
- I. Custodian positions vacant during a semester may be filled by a temporary employee or substitute until the next bid session, at which time the vacated position will be included in the bid, unless there is an opportunity for increase pay because of a shift change or other type of promotion.
- J. Custodians operating employer vehicles and equipment will operate them in a safe and proper manner at all times.
- K. Custodians will be required to comply with MIOSHA safety standards all times while on the job.
- L. The employer agrees to no outside window washing below 40 degrees with the exception of emergency situations as shall be determined by the administration.

Section 2. Maintenance

- A. All maintenance personnel report directly to the Supervisor of Building and Grounds.
- B. Maintenance personnel may be required to wear uniforms as provided by the Employer. If required, the employer will provide two uniforms each year.
- C. Maintenance workers will inform the supervisor of Building and Grounds when outside vendors should be called in to service a particular maintenance request.
- D. Maintenance workers will be required to upgrade their training as requested by their supervisor at employer expense.
- E. Maintenance workers may be required to work flex time due to the nature of their work. Overtime will be governed by the terms listed in this Agreement. Maintenance workers will be paid a minimum of one (1) hour for callbacks.
- F. Maintenance workers will be required to comply with MIOSHA standards while operating equipment, tools or using chemicals while on the job at all times.
- G. Maintenance jobs shall be awarded on the basis of qualifications, abilities and seniority. The Board of Education reserves the right to establish qualifications.

- H. Custodial/Maintenance personnel may leave their work station during lunch provided they punch out and punch in.

Section 3. Overtime

- A. All overtime for work in each building will be awarded on a rotating basis to the custodians assigned to each building, i.e., for overtime in the Middle School, overtime will be awarded to custodians assigned to the Middle School. When there is no volunteer for overtime in a particular building, the Supervisor will assign the overtime to a custodian from the particular building on a rotating basis.
- B. Overtime for maintenance personnel will be awarded on a rotating basis or, as needed, assigned by the Supervisor.

**ARTICLE XXIV
ACT OF GOD DAYS**

Section 1.

No pay for Act of God days unless worked or converted to a vacation day or sick day. Employees will have the ability to flex work hours on an Act of God day with approval of Supervisor.

**ARTICLE XXV
WAGES**

Section 1.

Attached hereto and marked Schedule "A" is a schedule showing the classification and wage rates of the employees covered by this Agreement. Said Schedule "A" further sets forth the hourly rate, regular working conditions and other details of employment. It is mutually agreed that said Schedule "A" and the contents thereof shall constitute a part of this Agreement.

All employees are required to use direct deposit or receive pay on a debit card for 100% of their net pay.

Section 2.

It is understood that there is no retroactive wage adjustment for employees no longer

working for the District at the time of this contract ratification.

Section 3.

Terms of this contract are for five (5) years.

**ARTICLE XXVI
SEPARABILITY AND SAVINGS CLAUSE**

Section 1.

If an article or section of this Contract or any addendum thereto should be held invalid by law or by any other tribunal of competent jurisdiction, or if compliance with or enforcement of article or section should be restrained by such tribunal pending final determination as to its validity, the remainder of this Contract and of any addendum thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be effected thereby.

Section 2.

In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall promptly enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal recourse in support of its demands.

**ARTICLE XXVII
TERMINATION CLAUSE**

Section 1.

This Agreement shall be in force and effect from July 1, 2014 to and including June 30, 2019, and shall continue in full force and effect from month to month thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

Section 2.

It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said agreement, but also desire to negotiate changes or revisions in this agreement, either party may serve upon the other a notice, at least (60) days prior to June 30, 2019 or June 30 of any subsequent contract year advising that such party desires to continue this agreement. The respective parties shall be

permitted all lawful economic recourse to support their request for revisions if the parties fail to agree thereon.

Section 3.

It is further agreed by the parties hereto that upon receiving proper cancellation or amendment notice to this agreement, the parties agree to start negotiations before the expiration or amendment date of this agreement.

Section 4.

In the event of an inadvertent failure by the union or employer to give notice set forth in Section 1, 2 and 3 of this Article, such party may give notice at any time prior to the expiration or automatic renewal date of this agreement.

Section 5.

If an emergency financial manager is appointed by the state under the Fiscal Accountability Act, the emergency manager may reject, modify, or terminate the collective bargaining agreement in her/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA).

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 11th day of June, 2014, effective July 1, 2014.

**CROSWELL-LEXINGTON
COMMUNITY SCHOOLS**

TEAMSTERS LOCAL 214

SALARY SCHEDULE "A"

2014-15 wages will be \$17.07 per hour for Maintenance and \$15.10 per hour for custodians.

2015-16 Wage re-opener

2016-17 Wage re-opener

2017-18 Wage re-opener

2018-19 Wage re-opener